

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

FRANK L. DILEONARDO, JR. as)	
trustee of the Frank L. DiLeonardo,)	
Jr. Trust, and TIMOTHY N. TATUM,)	Case No. 07 C 6617
an individual,)	
Plaintiffs,)	JUDGE NORGLE
v.)	MAGISTRATE JUDGE COX
)	
JOSEPH FLETCHER, an individual,)	
)	
Defendant.)	

DEFENDANT JOSEPH FLETCHER'S ANSWER TO THE COMPLAINT

Joseph Fletcher, an individual, by and through his attorneys Robbins, Salomon & Patt, Ltd., for his Answer to the Complaint filed by FRANK L. DILEONARDO, JR. as trustee of the Frank L. DiLeonardo, Jr. Trust, and TIMOTHY N. TATUM, an individual, states and answers as follows:

PARTIES

1. DiLeonardo is, and at all times relevant to this Complaint has been, a resident of the State of Illinois. DiLeonardo resides at 2075 Lawson Boulevard, Gurnee, Illinois 60031.

ANSWER: Defendant lacks information sufficient to form a belief as to the truth of the allegations in paragraph number 1 of Plaintiffs' Complaint, and therefore neither admits nor denies same, but demands strict proof thereof.

2. Tatum is, and at all times relevant to this Complaint has been, a resident of the State of Illinois. Tatum resides at 7736 Route 34, Yorkville, Illinois 60560.

ANSWER: Defendant lacks information sufficient to form a belief as to the truth of the allegations in paragraph number 2 of Plaintiffs' Complaint, and therefore neither admits nor denies same, but demands strict proof thereof.

3. Fletcher is, and at all times relevant to this Complaint has been, a resident of the State of California. Fletcher resides at 4452 Ocean Height Court, Seaside, California 93955.

ANSWER: Defendant admits the allegations of paragraph 3 of Plaintiffs' Complaint.

JURISDICTION AND VENUE

4. This is an action between two citizens of Illinois, DiLeonardo and Tatum (collectively the "Plaintiffs"), and a citizen of California, Fletcher. The amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs. Accordingly, this Court has subject matter jurisdiction pursuant to 28 U.S.C. §1332(a).

ANSWER: Defendant admits the allegations of paragraph 4 of Plaintiffs' Complaint.

5. Venue is properly placed in this Court as the Promissory Note (the "Note") signed by Fletcher expressly states "any action, suit, or proceeding to enforce or arising under this Note shall be brought in the United States District Court for the Northern District of Illinois" and the Note "shall be governed by and construed in accordance with the internal laws of the State of Illinois."

ANSWER: Defendant admits the allegations of paragraph 4 of Plaintiffs' Complaint.

COUNT I – BREACH OF CONTRACT

6. On or about September 20, 2007, in exchange for good and valuable consideration, Fletcher executed the Note, a copy of which is attached as Exhibit A hereto, in connection with the Monterey Music Summit 2007. Under the terms of the Note, Fletcher promised to pay to the Plaintiffs the principal amount of two hundred thousand dollars (\$200,000.00), together with interest thereon at the rate of thirty five percent (35%) due on October 25, 2007. Fletcher's total payment due and owing the Plaintiffs on October 25, 2007, was to be in the amount of two hundred and seventy thousand dollars (\$270,000.00).

ANSWER: Defendant states that the Note speaks for itself. To the extent paragraph 6 of Count I of Plaintiffs' Complaint is inconsistent with the terms of said Note, Defendant denies said allegations, and each of them.

7. Fletcher never made payment to the Plaintiffs on October 25, 2007 in direct breach of the Note.

ANSWER: Defendant admits the allegations of paragraph 7 of Count I of Plaintiffs' Complaint, but further states that Defendant remains prepared to make all payments legitimately due under the Note.

8. Although Fletcher waived his right to demand on the Note, the Plaintiffs nevertheless issued Fletcher a formal demand for payment on the Note on November 2, 2007. A copy of the Plaintiffs' formal demand for payment is attached hereto as Exhibit B.

ANSWER: Defendant admits Plaintiffs sent the document attached as Exhibit B. Defendant denies the remaining allegations of paragraph 8 of Count I of Plaintiffs' Complaint, and each of them.

9. As of November 26, 2007, Fletcher has still failed to make payment on the Note.

ANSWER: Defendant admits the allegations of paragraph 9 of Count I of Plaintiffs' Complaint, but further states that Defendant remains prepared to make all payments legitimately due under the Note.

10. Pursuant to the Note, interest has accrued at the lawful rate of \$1,000 per day. As of November 26, 2007, there remains due and owing from Fletcher to the Plaintiffs the amount of two hundred and seventy thousand dollars (\$270,000.00) plus interest in the amount of fifteen thousand dollars (\$31,000.00) totaling two hundred and eighty five thousand dollars (\$301,000.00).

ANSWER: Defendant states that the Note speaks for itself. To the extent paragraph 10 of Count I of Plaintiffs' Complaint is inconsistent with the terms of said Note, Defendant denies said allegations, and each of them. Defendant further denies the remaining allegations of paragraph 10 of Count I of Plaintiffs' Complaint, and each of them.

11. Additionally, Fletcher is liable to the Plaintiffs for their reasonable attorneys' fees pursuant to the Note.

ANSWER: Defendant states that the Note speaks for itself. To the extent paragraph 11 of Count I of Plaintiffs' Complaint is inconsistent with the terms of said Note, Defendant denies said allegations, and each of them.

WHEREFORE, the Defendant Joseph Fletcher, prays for judgment in his favor and against Plaintiffs Frank L. DiLeonardo, Jr., as trustee of the Frank L. DiLeonardo Jr., Trust, and Timothy N. Tatum, as to the sole count of the Complaint, for his costs, and for such other relief as the court deems just and proper.

s/Eric G. Patt
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CERTIFICATE OF SERVICE

I hereby certify that on December 24, 2007, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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